

Exhibit A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

JESSICA M. COOTL COYOTL,)
)
Plaintiff,)
) No. 1:17-cv-1670-MHC
v.)
)
KIRSTJEN M. NIELSEN, Secretary,)
Department of Homeland Security;)
LOREN MILLER, Director, Nebraska)
Service Center, U.S. Citizenship and)
Immigration Services; L. FRANCIS)
CISSNA, Director, U.S. Citizenship)
and Immigration Services; THOMAS)
D. HOMAN, Deputy Director and)
Senior Official Performing the Duties)
of the Director, U.S. Immigration and)
Customs Enforcement; SEAN W.)
GALLAGHER, Atlanta Field Office)
Director, U.S. Immigration and)
Customs Enforcement,)
)
Defendants.)
)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the following parties (the “Parties”): Plaintiff Jessica M. Colotl Coyotl (“Ms. Colotl” or “Plaintiff”) and Defendants Kirstjen M. Nielsen, Secretary, Department of Homeland Security; Loren Miller, Director, Nebraska Service Center, U.S.

Citizenship and Immigration Services; L. Francis Cissna, Director, U.S. Citizenship and Immigration Services; Thomas D. Homan, Deputy Director and Senior Official Performing the Duties of the Director, U.S. Immigration and Customs Enforcement; and Sean W. Gallagher, Atlanta Field Office Director, U.S. Immigration and Customs Enforcement (“Defendants”).

WHEREAS the Parties to this Agreement propose to fully and finally resolve their dispute pursuant to this Agreement without the further costs, burdens, and risks of litigation;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

1. The U.S. Citizenship and Immigration Services (“USCIS”) will grant Ms. Colotl’s May 2017 Deferred Action for Childhood Arrivals (“DACA”) renewal request, (IOE0902372810 / IOE0902372811), including her application for work authorization, and administratively close as duplicative her February 2018 DACA renewal request (IOE0903960982 /IOE0903960983) and refund its associated filing fee, such that her DACA and associated Employment Authorization Document (“EAD”) will be valid from the date of approval through May 9, 2019. USCIS will grant Ms. Colotl’s May 2017 DACA renewal request and related EAD application as

soon as possible, but no later than two business days after execution of the Agreement, and will make diligent efforts to ensure that the EAD and approval notice are mailed before May 29, 2018.

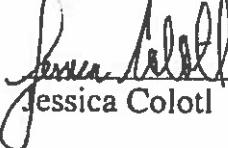
2. USCIS will continue to exercise its discretionary authority to defer action with respect to Plaintiff until at least May 9, 2019, and not issue a new Notice of Termination ("NOT") or Notice of Intent to Terminate ("NOIT") during that time period unless Plaintiff takes part in conduct, or USCIS discovers or becomes aware of new information, that renders her unable to continue to meet the DACA guidelines as defined in the DACA Frequently Asked Questions, found at <https://www.uscis.gov/archive/frequently-asked-questions>, or that renders her an enforcement priority under the Department of Homeland Security's ("DHS") previous enforcement priority guidelines set forth in the November 20, 2014, memorandum entitled, 'Policies for the Apprehension, Detention and Removal of Undocumented Immigrants.'
3. If Ms. Colotl is ordered removed and her removal order becomes final, DHS will not execute on the removal order while Ms. Colotl's DACA is valid through May 9, 2019.
4. Ms. Colotl, on behalf of herself, her guardians, heirs executors, administrators, and assigns, agrees to unconditionally release the United

States, its agencies, officers, agents, employees, and attorneys (the "Government") of any and all claims, demands, rights, and causes of action of whatever kind and nature, whether for personal injuries, damage to property, or economic losses, whether known or unknown, whether arising under common law, statute, or the U.S. Constitution, whether for monetary damages or injunctive relief, that challenge any Government actions which took place between May 2, 2017, to present, inclusive, and include without limitation, all claims that she is currently asserting against the U.S. Government and its agents in the U.S. District Court for the Northern District of Georgia. This release does not cover claims challenging Government conduct that arises subsequent to the date of this agreement.

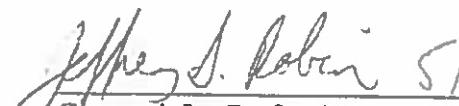
5. The Parties agree to bear their own costs and fees under the Equal Access to Justice Act or any other provision of law.
6. Within four days of USCIS granting Ms. Colotl's DACA renewal and EAD in accordance with Paragraph 1, the Parties will file a Stipulation of Settlement and Dismissal in the above-captioned matter pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). The Stipulation of Settlement and Dismissal will state that the Parties agree that this action should be dismissed, with each party to bear its own fees and costs.

7. The terms of this Agreement are in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agencies, officers, employees, or attorneys.
8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assignees.
9. This Agreement is the final expression of the Parties' voluntary, full, final, and complete settlement agreement.
10. This Agreement may not be altered, modified, withdrawn, waived, rescinded, or supplemented except by written instrument executed by duly authorized representatives of both parties.
11. This Agreement shall become effective when signed by all of the individuals listed below. The Agreement may be executed in counterparts. Facsimile or electronically scanned pages are as effective as an original.
12. The undersigned counsel represent that they are authorized to make this Agreement on behalf of their clients.
13. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party as the author or drafter of the Agreement.

Signatures of the Parties:

 05/21/2018
Jessica Colotl Date

 5/21/18
Counsel for Plaintiff Date

 5/21/2018
Jeffrey S. Robin Date
Counsel for Defendants